



## Town of Nantucket

### INVITATION FOR BIDS FIRE HYDRANT REPLACEMENT THE WANNACOMET WATER COMPANY

The Town of Nantucket, through its Nantucket Water Commission, invites qualified bidders to submit bids for the removal and/or replacement of fire hydrants.

#### I. GENERAL INFORMATION AND BID SUBMISSION REQUIREMENTS

- 1) Bids can be obtained from and will be accepted at the Town of Nantucket, Procurement Office 16 Broad Street, Nantucket, MA 02554, **until 2:00 PM, Wednesday, November 18, 2015** and be publicly opened forthwith for this Invitation for Bids which is made in accordance with M.G.L. c30 §39M. The original and one copy of the bid are required.
  - 2) The bid envelope must be sealed and clearly marked: *Fire Hydrant Replacement*.
  - 3) Award date. Award will be made within thirty (30) business days after bid opening unless otherwise stated in the specifications or the time for award is extended by mutual consent of all parties. All bids submitted shall be valid for a minimum period of sixty (60) calendar days following the date established for acceptance.
  - 4) If any changes are made to this IFB, an addendum will be issued. Addenda will be mailed or faxed to all bidders on record as having requested the IFB. Addenda will be posted on the Town website at [www.nantucket-ma.gov](http://www.nantucket-ma.gov) on the Procurement page. Each responder shall acknowledge receipt of any and all addendum issues by submitting acknowledgment forms provided with any Addenda. **Failure to do so shall be cause to reject the submittal as being unresponsive.**
  - 5) Questions concerning this IFB must be submitted in writing to: Heidi Bauer, Chief Procurement Officer 16 Broad Street, Nantucket MA 02554 **before 4:00 PM Monday, November 16, 2015**. Questions may be delivered, mailed, emailed to [hbauer@nantucket-ma.gov](mailto:hbauer@nantucket-ma.gov). Written responses will be mailed or faxed to all bidders on record as having requested the IFB and will be posted on the Town website in an Addendum.
  - 6) Bids may be modified, corrected or withdrawn only by written correspondence received by the Chief Procurement Officer of the Town of Nantucket prior to the time and date set for the bid opening. Bid modifications must be submitted in a sealed envelope clearly labeled "Modification No. \_\_\_\_" and must reference the original IFB.
  - 7) After the bid opening, a bidder may not change any provision of the bid in a manner prejudicial to the interests of the COMMISSION or fair competition. Minor informalities will be waived or the bidder will be allowed to correct them. If a mistake and the intended bid are clearly evident on the face of the bid document, the mistake will be corrected to reflect the intended bid, and the bidder will be notified in writing; the bidder may not withdraw the bid. A bidder may withdraw a bid if a mistake is clearly evident on the face of the bid, but the intended correct bid is not similarly evident.
  - 8) The COMMISSION reserves the right to reject any and all bids and to waive any informality in bids
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received whenever such rejection or waiver is in its best interest.

- 9) The COMMISSION will not be responsible for any expenses incurred in preparing and submitting bids. All bids shall become the property of the COMMISSION.
- 10) Responders must be willing to enter into the COMMISSION'S standard form of contract that will include the service description of this IFB.
- 11) The successful bidder must provide a fifty percent (50%) payment bond from a surety company licensed in Massachusetts payable to the Town of Nantucket within ten (10) days of the notification of the contract award. Bidders must submit a **bid deposit of five percent (5%) of the amount of the base bid**. Bid deposit may be in the form of a certified check; a bank, treasurers or cashier's check; or a bid bond from a surety company.
- 12) The bid, and any subsequent contract for the services, is hereby issued in accordance with applicable Massachusetts General Laws. The selected bidder shall be expected to comply with all applicable state and federal laws in performance of service.
- 13) Bids received prior to the date of opening will be securely kept, unopened. No responsibility will attach to an officer or person for the premature opening of a bid not properly addressed and identified.
- 14) Any bids received after the advertised date and time for opening will be returned to the responder unopened.
- 15) Purchases by the COMMISSION are exempt from federal, state and municipal sales and/or excise taxes.
- 16) Unexpected closures. If, at the time of the scheduled bid opening, Town Hall is closed due to uncontrolled events such as fire, snow, ice, wind or building evacuation, the bid opening will be postponed until 2:00 PM on the next normal business day. Bids will be accepted until that date and time.
- 17) The Town of Nantucket is an Affirmative Action/Equal Opportunity Employer. The Town encourages bids from qualified MBE/DBE/WBE firms.
- 18) Bidders should be aware that many overnight mailing services do not guarantee service to Nantucket.

#### **PREVAILING WAGE**

- 19) Pursuant to Massachusetts General Laws, chapter 149, sections 26 and 27, the Division of Occupational Safety (formerly the Department of Labor and Industries) has determined the Prevailing Wage Rates for this work. The enclosed rates apply only to this work. The Prevailing Wage shall become part of the contract signed between the successful bidder and the awarding authority or the contract is invalid. Prevailing Wages must be paid to all persons employed on the public works project, regardless of whether they are employed by the successful bidder or a subcontractor. The wage rates issued for each project shall be paid for the entire project. Payroll records must be kept by the successful bidder for all persons employed on the project. A separate Statement of Compliance must be submitted to the Division of Occupational Safety by every employer, including all prime contractors and subcontractors, when its portion of the work is completed. The enclosed form entitled "Weekly Payroll Records Report and Statement of Compliance" clearly details these requirements. A certified payroll must be submitted to

Wannacomet Water Company office for each week work is performed for the COMMISSION under this contract.

- 20) Contractor must comply with:** Chapter 306 of the Acts of 2004 § 1. (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and **SECTION 2** (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration. (b) Any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal. **SECTION 5** This act shall take effect on July 1, 2006. **FOR MORE INFORMATION ON THE OSHA 10-HOUR ONLINE COURSE PLEASE VISIT THE WEBSITE:** <http://www.oshacampus.com/osha-10hour-construction.cfm>

## **II. SCOPE OF SERVICES**

The work to be performed shall be the replacement of existing fire hydrants with new fire hydrants in accordance with Schedule 1. The location of the hydrants to be replaced shall be furnished by the Wannacomet Water Company and is a component of this document identified as Schedule 2. **Wannacomet Water Company shall furnish all hydrants and appurtenant materials to include grade-lock fittings, and restraining glands.** Materials shall be stored at the Wannacomet Water Company stockyard at 1 Milestone Road and be available for the Contractor to pick up and move to the job site. It shall be the responsibility of the Contractor to dispose of all hydrants that are removed.

1. The Contractor shall provide all equipment, labor, backfill material, crushed stone, thrust blocks, restoration material (including asphalt, loam and seed) to complete the hydrant replacement.
2. The hydrant shall be set upon a flat stone or concrete plate.
3. The hydrant drainage pit shall be approximately three (3) feet in diameter and filled with compacted crushed stone. While backfilling additional crushed stone shall be placed to at least six (6) inches above the drain ports as shown on the contract drawings.
4. Thrust blocking shall be placed behind the shoe of the hydrant as shown on the contract drawings, taking care not to block the hydrant drains.
5. The hydrant shall be set plumb with the break flange no more than 3-inches from the ground surface and to the proper grade. The hydrant shall remain properly supported until it is backfilled.

### **TERM OF SERVICE:**

This successful bidder shall perform services as necessary from the date of the award of the contract to October 31, 2016.

## **PURPOSE**

The intent and purpose of this Invitation for Bids is to establish a contractual price agreement for labor, equipment and materials for to undertake the scope of work.

## **HOURS OF WORK**

It is intended that the Contractor shall accomplish the majority of work during normal business hours and on a straight time basis. Work shall not be accomplished on an overtime basis unless prior approval has been obtained from the General Manager of the Wannacomet Water Company or his designee. Standard hours of work shall be Monday-Friday 7:00 AM until 3:30 PM.

## **QUALITY OF WORK**

All work is to be quality work and shall be performed according to the standards of the industry and according to the plans, directions and instructions as presented by the authorized representatives of the COMMISSION.

## **PERMITS AND LICENSES**

The Contractor shall be responsible to obtain any necessary permits for work directed under this contract. Payments for such will be made on the basis of billed cost to the Contractor. This pay provision relates to permits that are exclusive, and a "one-time use" type permit for work performed under this contract

## **INSPECTION**

The Wannacomet Water Company reserves the right to inspect any and all work in progress or completed. Any omission or failure on the part of the COMMISSION of Nantucket's representative to disapprove or reject inferior or defective work or materials shall not be construed to be an acceptance of such work or material. If any defective work or material is found during inspection, the contractor shall remove or repair, at his/her own expense, such defective work or material rejected and shall rebuild and/or replace same without extra charge.

If the Contract Documents, the Owner's or his/her agent's instructions, or laws, ordinances or regulations of any public authority require any work to be tested or approved, Contractor shall give the Owner or his/her agent timely notice of its readiness for inspection by the proper authorities. If any such work shall be covered up without approval or consent, it must, if required by the Owner or his/her agent or other proper authorities, be uncovered for examination at Contractor's expense.

## **WORKING TIME**

Charges incurred by the Contractor for the time spent in transit (portal-to-portal) from the Contractor's place of business to the job site and back are not part of this Contract and will not be paid by the COMMISSION.

## **III. QUALITY REQUIREMENT**

1. Bidders must comply with all of the bid submission requirements listed in Section I.  
It is mandatory that the Contractor be able to meet the following requirements:

- Have been regularly and actively engaged in the excavation contracting business, operating under the same business name and business organization structure; and performing the type of work described above under "SCOPE OF WORK" for a minimum of five (5) years.
- Maintain a twenty-four (24) hour, seven (7) day per week emergency response telephone number or Cell phone number that is staffed by a person and not just an answering machine (passive answering machines are not acceptable) or an available cell phone number that will be answered and/or the phone call returned within one (1) hour..
- Carry the required amount of insurance as shown by the insurance requirement enclosed herewith. Certification of insurance shall be provided to the COMMISSION of Nantucket prior to commencement of work and not later than fifteen (15) calendar days from notice of contract award. Insurance shall remain in force during the full term of the contractual agreement and/or until work is completed and accepted by the COMMISSION of Nantucket, whichever is later.

#### **IV. REFERENCES**

Bidders must provide a complete list of all customers for whom it provided similar services, costing over \$5,000 per year, in the past three years. Reference information must include Name, Contact Person, Phone Number, Fax Number and date of purchases. Poor references may be a basis for determining that a bidder is not responsible.

#### **V. COMPARISON OF BIDS**

All Bids will be compared on the basis of the estimate of quantity of work to be done, per unit price as tabulated in the Bid. Estimated quantities are approximate only, being given for the uniform comparison of Bids. The Owner does not expressly, or by implication agree that the actual amount of work will correspond therewith, and the right is expressly reserved, to increase or diminish the amount of any class or portion of the work, or to omit construction in certain locations, as may be deemed necessary by the Owner to keep with the limits of available funds.

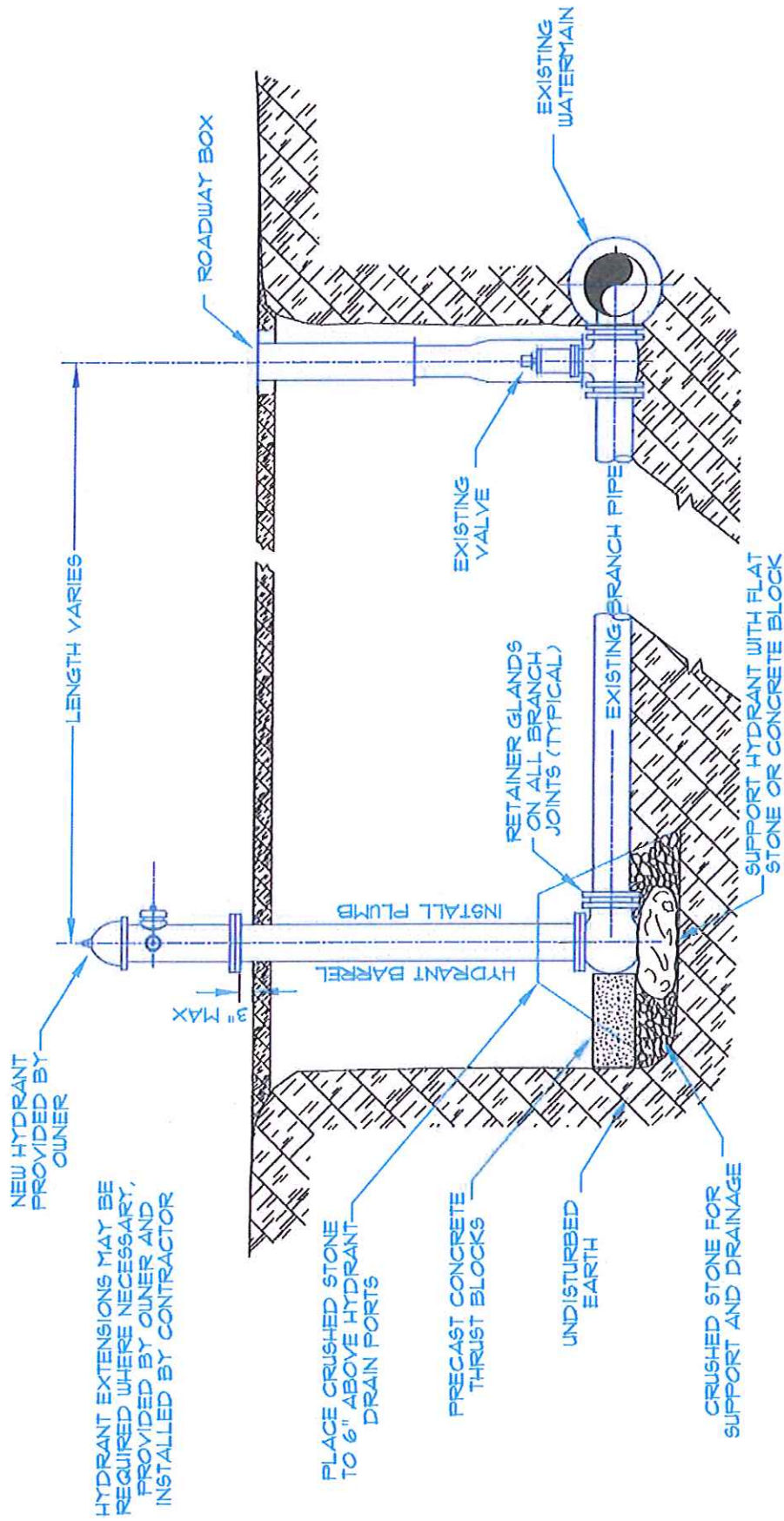
#### **VI. RULE FOR AWARD**

This contract shall be awarded to the lowest responsive and responsible bidder offering the lowest bid amount for the Grand Total of the removal of the old fire hydrant and the installation of the replacement fire hydrant and is indicated on the Bid Response Form as the Grand Total.

#### **VI. BASIS OF COMPENSATION**

Payment shall be made at the unit price bid per each hydrant installed as shown on the *Information for Bidders; Hydrant Replacement Locations* or as directed by the Owner.





## SCHEDULE 1 TYPICAL HYDRANT REPLACEMENT

NOT TO SCALE

WANNACOMET WATER COMPANY

ONE MILESTONE ROAD  
NANTUCKET, MA 02554



Wannacomet Water Company  
Information For Bidders, October, 2015  
Hydrant Replacement Locations  
Schedule 2

Notice to Bidders: These locations are not exact locations. However, each of the hydrants listed below are marked either on the hydrant or on the road with the number indicated in the description.

Number	Location	Number	Location
113	Corner of Pleasant and Silver	303	Sachem Road @ midway point
233	Sherburne Turnpike @ corner of Kimball Avenue	305	New Lane South of Grove Lane
237	Orange Street Corner of Milestone Road	307	Liberty Street opposite India Street
238	Orange Street Opposite West Creek Road	309	North Liberty Street north of Derrymore Road
242	Hubert Avenue Near Charles Street	310	Union Street opposite Stone Alley
250	Vesper Lane	311	Walling Lane
257	Williams Street at Sparks Avenue	312	Washington Street south of boat yard
260	Lily Street	314	North Liberty Street south of Derrymore Road
261	Lily Street	316	Orange Street opposite Union Street
263	Wyer's Valley Pumping Station, 1 Milestone Road	317	Hinckley Lane north of Cliff Road
264	Steamboat Wharf opposite Easy Street	318	North Liberty Street, 200' west of Lily Street
265	Prospect Street @ corner of New Mill Street	319	Francis Street @ corner of Washington Street
267	Salem Street @ corner of Whale Street	320	Derrymore Road, south of Cliff Road
268	New Lane	321	Old North Wharf
272	Lower Pleasant Street @ corner of Sparks Avenue	322	Hubert Avenue, south of Charles Street
276	Mill Hill aka Chicken Hill	323	Crooked Lane in front of the MSPCA
277	Sparks avenue @ entrance to Shell Station	324	Washing Pond Road north of Cliff Road
278	North Beach Street near Swain Street	325	Crooked Lane 500' south of Cliff Road
279	Lincoln Avenue at south end of the park	326	Pond Street west of Pinkham Circle
280	Far Street, south of Farmer Street	327	Pond Street, 2nd west of Pinkham Circle
281	North Beach Street, opposite East Lincoln Avenue	328	Pinkham Circle
282	Sparks Avenue near Boys and Girls Club	329	Orange Street north of Landmark House
285	Straight Wharf across from the Gazebo	330	Somerset Road south of Roberts Lane
286	New Whale Street @ Old South Wharf	332	Wyer's Valley, 1 Milestone Road
287	Sherburne Avenue west of Capann Road	334	Meadow Lane
288	Kimball Avenue	335	Pleasant Street @ corner of High Street
290	Somerset Road	336	Meadowview Drive, 3rd west of Hussey Farm
291	Hinckley Lane opposite Sachem Road	337	Meadowview Drive, 2nd west of Hussey Farm
292	Mill Street opposite New Dollar Lane	338	Meadowview Drive, 1st west of Hussey Farm
296	Old South Wharf at the end	345	North Beach Street and Arbor Way
297	Commercial Wharf at the end	387	Corner of Pleasant and New
298	Atlantic Avenue opposite Vesper Lane		
301	Gosnold Road opposite Sachem Road		
302	Atlantic Avenue North of Sparks Avenue		

**BID RESPONSE FORM  
FIRE HYDRANT REPLACEMENT**

The undersigned proposes to in the Nantucket Water Commission the contract price(s) listed below for the specifications contained herein for fire hydrant replacement. The Grand Total bid amount stated shall be the lump sum for each fire hydrant replacement times the estimated number of replacements.

For Removal of old Fire Hydrant and the installation of Replacement Fire Hydrant, the unit price of \_\_\_\_\_ per each for an estimated  
(Unit Price in Words)

quantity of 65 each x \$ \_\_\_\_\_ = \$ \_\_\_\_\_  
(Unit Price in Figures) (Grand Total)

\_\_\_\_\_  
Name of bidder

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
FEIN or SSN:

\_\_\_\_\_  
Address, City, State and Zip Code

\_\_\_\_\_  
Bidder's signature:

\_\_\_\_\_  
Date

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address.



## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

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Signature of person signing bid or proposal

Date

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Please Print Name

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Name of Business

## TAX COMPLIANCE CERTIFICATION

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

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Federal Employer ID Number

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Name of Corporation

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President's Signature

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Date

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Please Print Name



**AGREEMENT BETWEEN  
THE NANTUCKET WATER COMMISSION  
COMMISSION OF NANTUCKET, MASSACHUSETTS  
AND  
INDEPENDENT CONTRACTOR**

THIS AGREEMENT made effective \_\_\_\_\_, 2015 by and between the TOWN OF NANTUCKET acting by and through the NANTUCKET WATER COMMISSION (hereinafter called the "COMMISSION"), represented by the General Manager of the WANNACOMET WATER COMPANY, 1 Milestone Road, Nantucket, Massachusetts 02554 (hereinafter called WWCo"), and xxxxxxxxx whose principal office address and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

**RECITALS:**

WHEREAS, the COMMISSION desires to retain the CONTRACTOR to provide certain services for the COMMISSION as described, below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

- 1.1 The COMMISSION hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement, to perform certain services for the COMMISSION, as described in Article 2.
- 1.2 In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the COMMISSION, on the one hand, and the CONTRACTOR on the other, and the COMMISSION shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").
- 2.2 The CONTRACTOR shall report, and be responsible, to the COMMISSION and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the COMMISSION. The COMMISSION shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the COMMISSION in writing.

- 2.4 The CONTRACTOR represents and warrants to the COMMISSION that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform services in a professional manner adhering to a reasonable standard of care and in accordance with all applicable local, state or federal ordinances, laws, rules and regulations. The CONTRACTOR will obtain any and all permits, bonds and other items required for the proper and legal performance of the work.
- 2.5 The CONTRACTOR represents and warrants to the COMMISSION that it is not a party to any agreement; contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and the copyright thereto shall be the property of the COMMISSION. The COMMISSION acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the COMMISSION in connection with any other project shall be at the COMMISSION'S sole risk unless otherwise agreed to by the CONTRACTOR in writing.

### **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the COMMISSION'S reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving authorization to proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed no later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an event which may not reasonably be anticipated or avoided or is otherwise beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the COMMISSION shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which makes the performance of the Agreement impossible without the expenditure of additional COMMISSION funds, the COMMISSION may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

### **ARTICLE 4 - PAYMENTS TO THE CONTRACTOR**

- 4.1 The compensation to due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the COMMISSION at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and

provide such supporting data as may be required by the COMMISSION.

- 4.3 The COMMISSION will pay the CONTRACTOR upon review and approval of such invoices by the COMMISSION or its designee.
- 4.4 This project may be subject to budgetary restrictions which may limit the total amount of funds available for the work. Accordingly, unless otherwise stated on Exhibit B, the COMMISSION will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the COMMISSION.

#### **ARTICLE 5 - TERMINATION**

- 5.1 This Agreement may be terminated, with cause, by either the COMMISSION or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The COMMISSION shall have the right to terminate this Agreement for its convenience upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
  - (a) the COMMISSION shall remain liable for payments for the services and/or expenses of CONTRACTOR accrued prior to the effective date of the notice of termination in compliance with this Agreement (less all costs reasonably incurred by the COMMISSION as a result of the CONTRACTOR's default, if any), as determined by the COMMISSION but for no other amounts including, without limitation, claims for lost profits on work not performed; and
  - (b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to work performed pursuant to the Agreement.

#### **ARTICLE 6 - INSURANCE AND INDEMNIFICATION**

- 6.1 The CONTRACTOR agrees to indemnify and save the COMMISSION harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the COMMISSION for any and all costs, damages and expenses, including reasonable attorney's fees, which the COMMISSION pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the COMMISSION with respect to the CONTRACTOR, in connection with this Agreement.
- 6.2 Before commencing work, the CONTRACTOR shall obtain and maintain, at its expense and from insurance companies of a Best Rating of A or better which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below.
  - (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.

- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
- (f) Such additional insurance as the COMMISSION may reasonably require as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the COMMISSION twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the COMMISSION. The COMMISSION will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the COMMISSION upon the execution of this Agreement and at such times thereafter as the COMMISSION may reasonably request.

#### **ARTICLE 7 - GENERAL PROVISIONS**

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the COMMISSION and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the COMMISSION.
- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the COMMISSION relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the COMMISSION specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments) and Exhibit C (Tax Compliance Certificate) and any additional exhibits referred to therein, constitute the entire agreement of COMMISSION and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by COMMISSION and CONTRACTOR. If there is any conflict between a term set forth in the body of this Agreement and a term set forth on Exhibit A or Exhibit B hereto, the term set forth in the Exhibit shall govern; however, if any term or provision of any document attached hereto or incorporated by reference conflicts with a term of this Agreement (including the Exhibits listed above), the term of the Agreement shall govern. Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed



in accordance therewith.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

NANTUCKET WATER COMMISSION  
TOWN OF NANTUCKET, MA:

CONTRACTOR:

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Robert L. Gardner, General Manager  
Wannacomet Water Company

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Name  
President

Funding Org/Obj:

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FEIN:

Approved as to Funds Available

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Finance Director

## EXHIBIT A

### CONTRACTOR, SCOPE OF WORK, TERM

1. **Name of Contractor:**
2. **State of Incorporation:**
3. **Principal Office Address:**
4. **Description of Services (§2.1):** The work to be performed shall be the replacement of existing fire hydrants with new fire hydrants. The location of the hydrants to be replaced shall be furnished by the Wannacomet Water Company. **Wannacomet Water Company shall furnish all hydrants and appurtenant materials to include grade-lock fittings, and restraining glands.** Materials shall be stored at the Wannacomet Water Company stockyard at 1 Milestone Road and be available for the Contractor to pick up and move to the job site. It shall be the responsibility of the Contractor to dispose of all hydrants that are removed.
  - **The Contractor shall provide all equipment, labor, backfill material, crushed stone, thrust blocks, restoration material (including asphalt, loam and seed) to complete the hydrant replacement.**
  - The hydrant shall be set upon a flat stone or concrete plate.
  - The hydrant drainage pit shall be approximately three (3) feet in diameter and filled with compacted crushed stone. While backfilling additional crushed stone shall be placed to at least six (6) inches above the drain ports as shown on the contract drawings.
  - Thrust blocking shall be placed behind the shoe of the hydrant as shown on the contract drawings, taking care not to block the hydrant drains.
  - The hydrant shall be set plumb with the break flange no more than 3-inches from the ground surface and to the proper grade. The hydrant shall remain properly supported until it is backfilled.
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):** WWCo Project Manager is Chris Pykosz, Operations Manager, or his designee.
6. **Term of Agreement (§3.1):** From Contract Award to October 31, 2016
7. **Completion Date (§3.2):** October 31, 2016
8. **Additional Insurance Coverage (§6.2(e)):**

**EXHIBIT B**

**PAYMENTS**

1. Lump Sum Method     \$\_\_\_\_\_ per Hydrant
  
2. **Payment Increments:** Contractor shall submit monthly invoices to the WWCo for the COMMISSION's approval for payment. Invoices shall clearly indicate the date and location of the work performed.
  
3. **Reimbursable Expenses** (if any): None.

## BIDDER'S CHECKLIST

Required for bid submittals:

- ☐ Copies of OSHA Training cards
- ☐ Bid response form
- ☐ Non-collusion form
- ☐ Tax compliance certificate
- ☐ Reference list
- ☐ Signature page from COMMISSION of Nantucket contract agreement
  - ☐ Bid deposit of 5%